

**CALIFORNIA PUBLIC UTILITIES  
COMMISSION**  
**Advice Letter Filing Summary Sheet  
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: August 15, 2006

<b>Company Name:</b> AT&T California		<b>CPUC Utility Number</b> <u>U-1001 C</u>	
<b>Address:</b> 525 Market Street, #1944		<input checked="" type="checkbox"/> LEC	<input type="checkbox"/> IEC <input type="checkbox"/> IER
<b>City, State, Zip:</b> San Francisco, CA 94105		<input type="checkbox"/> CLC	<input type="checkbox"/> CLR <input type="checkbox"/> CMRS
<b>Filing #:</b> 28723	<b>Requested Effective Date:</b> August 29, 2006	<b>NRF Category (if applicable):</b> 2	
<b>Name:</b>	<b>Email Address:</b>	<b>Phone No.:</b>	<b>Fax No.:</b>
<b>Filer</b> M. Noone	regtss@att.com	(415) 778-1299	(415) 543-3766
<b>Certif.</b>	regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

**Annual Revenues:** \$ (16,356.00) **Tariff Schedules:** \_\_\_\_\_ **Keyword:** Contract

**Subject of filing**  
(Service(s) included) Express contract

**Authorization for filing**  
(Resolution #, Decision #, etc.) D.94-09-065

**Related service**  
(Other service, replacement AL filing) \_\_\_\_\_

**Rate Element(s) affected and % change**  
(Non-recurring and / or recurring) \_\_\_\_\_

**Notes/Comments**  
(Other information & reference to advice letter, etc.)

**File Protest and/or Correspondence to:**  
Director, Telecommunications Division  
505 Van Ness Ave., San Francisco, CA 94102  
**and if you have email capability, ALSO email protest to:**  
**TD\_PAL@cpuc.ca.gov**  
**Protest also must be served on utility:**  
(see utility advice letter for more information)

**LEC** = Local Exchange Carrier  
**IEC** = Interexchange Carrier  
**CLC** = Competitive Local Carrier  
**IER** = Interexchange Carrier Reseller  
**CLR** = Competitive Local Carrier Reseller  
**CMRS** = Commercial Mobile Radio Service

(FOR CPUC USE ONLY)

<input type="checkbox"/> WTS Required <input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___  Resolution No.: T - _____  <i>Rev. 04/01/05</i>	Supv. / Analyst _____ / _____  Due Date to Supv.: _____  Analyst Completion Date: _____  Supervisor Approval Date: _____  AL / Tariff Effective Date: _____  Notes: _____
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August 15, 2006

U 1001 C  
Advice Letter No. 28723

Public Utilities Commission of the State of California

In accordance with General Order 96-A, Paragraph X.F, and CPUC Decision 94-09-065, this filing requests a special contract for GigaMAN® service.

In D.94-09-065, the Commission authorized the express procedure for review of all non-governmental contracts that include Category II services at other than tariff rate. The express procedure provides that the contract become effective in 14 days.

The terms and conditions of this contract are specific and unique and should not be considered precedent setting. The statements in the Advice Letter are unique to this contract and should also not be considered precedent setting. In the event the parties modify this contract and such modification does not materially change the service provided (i.e., does not change the rates and charges of this service and the changes are for services within the same tariff schedule for which the original contract was approved), AT&T California requests that the modification become effective upon approval by the Commission's Telecommunications Division.

In accordance with the contract guidelines outlined in D.94-09-065, each service category of this contract covers its Long Run Incremental Costs (LRIC). The contract rates are "equal to or above the weighted average LRICs derived from the servicewide profile", as required by D.94-09-065. In addition, as required by D.94-09-065, these contract prices are not below the appropriate price floors. The rates quoted in this contract are above the price floor filed in Advice Letter No. 27434.

Tracking procedures have been established in coordination with the Commission's Telecommunications Division for services offered under contract.

The first year annual revenue effect is approximately (\$16,356).

AT&T California requests confidential treatment of workpapers and supporting cost documentation. Parties, other than ORA, must enter into protective agreements to obtain such information. Persons interested in cost support information pertaining to the Advice Letter should call (415) 778-1299.

## AT&amp;T CALIFORNIA

In compliance with Section III. G. of General Order No. 96-A, we are mailing a copy of this advice letter to competing and adjacent Utilities and/or other Utilities, and interested parties, as requested. Also in compliance with Section X.A. of General Order 96-A, we are mailing a copy of this advice letter to each customer named in the contract. In addition, we are sending an e-mail copy of this advice letter to parties as requested. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.sbc.com/calreg>. If there are any questions regarding the distribution of this advice letter call 415-778-1299.

This filing will not increase any rate or charge, cause the withdrawal of service, nor conflict with other schedules or rules.

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must set forth the specific grounds on which it is based, including such items as financial and service impact. A protest must be made in writing and received within 10 days of the date this advice letter was filed with the Commission. The address for mailing or delivering a protest to the Commission is:

Director, Telecommunications Division  
505 Van Ness Avenue, Room 3210  
San Francisco, CA 94102

If you have e-mail capability, the protest must also be e-mailed to the Telecommunications Division at [TD\\_PAL@cpuc.ca.gov](mailto:TD_PAL@cpuc.ca.gov).

A copy of the protest must be mailed or faxed (415.543.3766) to AT&T California on the same date it is mailed or delivered to the Commission. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at [regtss@att.com](mailto:regtss@att.com).

We request this filing to become effective August 29, 2006.

Yours truly,

AT&T California

*(Signature on File)*

Executive Director

Attachment

## AT&T California Advice Letter Service List

### Via U.S. Mail

California Public Utilities Commission  
Advice Letter Coordinator  
ORA, Telecom Branch  
505 Van Ness Avenue, Room 4001  
San Francisco, CA 94102

Ferris & Britton, APC  
Lee Burdick, Esq.  
401 West A Street, Suite 1600  
San Diego, CA 92101

Selby, Earl Nicholas, Esq.  
--  
418 Florence Street  
Palo Alto, CA 94301-1705

### Via e-mail

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REJONES@CCMI.COM  
rgavillet@neutraltandem.com  
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rwhitmore@surewest.com  
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WMCGEE@WAFS.COM  
ysmythe@caltel.com

## ICB Addendum to Base Agreement

### Addendum No. 9

#### 1. PREAMBLE

This Individual Case Basis (ICB) Addendum No. 9 ("Addendum") is incorporated by reference to the Base Agreement between SBC Global Services, Inc. and ("Customer") executed on February 3, 2005 ("Agreement"). This Addendum is between Customer and SBC Global Services, Inc. dba AT&T Global Services on behalf of Pacific Bell Telephone Company dba AT&T California ("AT&T"). This Addendum is effective when signed by both parties and upon subsequent authorization of the California Public Utilities Commission ("CPUC") ("Effective Date"). The term of this Addendum shall end thirty (30) months from the Cutover Date.

#### 2. SCOPE AND LOCATIONS OF SERVICE

##### A. Scope of Service

Customer elects to subscribe to and AT&T agrees to provide its service(s) as indicated herein (collectively referred to as "Service") for Customer's use pursuant to the terms and conditions set forth in the Agreement, this Addendum, and in AT&T's tariffs for the applicable service. In consideration for receiving the price discounts set forth herein, Customer has agreed to subscribe to the Service and maintain a minimum quantity of Service, as described in Section 3 below, for a specified term.

##### B. Locations of Service

Subject to the availability of equipment and facilities (including outside plant, cable, capacity and memory), AT&T shall provide and Customer shall subscribe to Service at Customer's locations within AT&T's franchise territory in the State of California. GigaMAN® Service shall be provided only at the following locations:

Service Location A

Service Location Z

#### 3. SERVICE DESCRIPTION

##### A. General Description of Service

**GigaMAN® Service.** GigaMAN® Service is a high-speed, fiber based, transport service designed to offer connection of Customer's Local Area Networks/Wide Area Networks (LAN/WAN) at the native speed of the LAN backbone within the same LATA (intraLATA). Point-to-point configurations support Ethernet-to-Ethernet (IEEE 802.3z) LAN connections at 1.25 Gigabits per second (Gbps), physical layer rate. The GigaMAN® Service consists of full duplex transport over fiber optics of Gigabit Ethernet signal between two customer sites, Central Office equipment that provides digital regeneration and in-band monitoring, and specialized fiber optic equipment that is placed at the Customer premise demarcation point as Network Terminating Equipment (NTE), providing AT&T's Gigabit Ethernet Handoff interface to the Customer.

GigaMAN® provides physical layer transport only. Customer is responsible for error detection and correction of data transported. AT&T shall not be responsible for the through transmission of signals generated by Customer's premise equipment or for the quality of or defects in such transmission, the reception of signals by Customer's premise equipment, or address signaling to the extent addressing is performed by the Customer's premise equipment.

GigaMAN® Service is monitored by AT&T network operations 24 hours per day, seven days per week, using the in-band network monitoring channel.

**ICB Addendum to Base Agreement**

**B. Description of Minimum Quantities of Service**

GigaMAN® Service

<u>Quantity</u>	<u>USOC</u>	<u>Description</u>
2	LNVX2	Chan Term / LDC
1	1L5X2	Fixed Mileage / CMT
4	1L5X2	Variable Mileage / CM
1	N/A	Service Order Charge

**4. QUANTITY OF SERVICE**

Pursuant to this Addendum, Customer will be provided the minimum quantities set forth and described in Section 3.B. above.

**5. PRICES**

**A. Price for Minimum Quantity**

**GigaMAN® Service**

**Monthly Price \$ 5,852.25**

Customer has elected to pay on a monthly basis for the term of this Addendum. The monthly price set forth above is for the minimum quantity of Service as set forth and described in Section 3.B. above. The price includes the monthly service charge for the minimum quantities. The price also includes the nonrecurring charge to initially provision and install the minimum quantities as set forth in Section 3.B. above. If this Addendum is terminated prior to the expiration date, Customer shall pay AT&T such nonrecurring charge in addition to any amounts due under Section 8 below.

If Customer elects to decrease the Service to less than the minimum quantities described in Section 3.B. above, Customer will continue to pay the monthly price set forth above.

Except as specifically stated above, Customer will pay the prevailing tariff nonrecurring charge for all installations, adds, moves and changes of the Service provided hereunder at the time of installation, add, move or change.

**B. Changes in Scope**

In the event 1) AT&T determines that additional equipment and facilities (such as outside plant, cable, capacity or memory) are required; or 2) if Customer exceeds any Cable Route Mile limitations which may be set forth in Section 2.B above; or 3) Customer requests additional Service or features which are not included in this Addendum; or 4) Customer requests a transition of the Service(s) provided hereunder to new or alternate technologies offered by AT&T; or 5) Customer divests, significantly downsizes, or consolidates and the Service provided hereunder is reduced and such reduction of Service is not caused, in whole or in part, by Customer's acquisition of equivalent services from other telecommunications service providers, or if Customer's use of the Service increases significantly, AT&T shall perform a full financial study and, if appropriate, the parties shall execute a modification to this Addendum reflecting the change in Service and the agreed upon prices.

**C. Taxes and Surcharges**

The prices set forth do not include CPUC or FCC mandated surcharges or applicable taxes. Such surcharges and applicable taxes shall be billed on a monthly basis.

**D. Services Not Included**

Except as specifically stated herein, the Services set forth above do not include Simple Inside Wire, intrabuilding network cable, repair service for such wire and cable, wiring associated with Customer-

## ICB Addendum to Base Agreement

provided terminal equipment, Off-Premises station mileage, or usage associated with Foreign Exchange Service.

### **E. Terms of Payment**

AT&T's prices will be billed on a monthly basis and are due upon receipt of the bill. AT&T's Tariff Schedule Cal. P.U.C. No. A2.1.9 imposes a late payment charge of 1.5% per month on an unpaid balance of twenty dollars or more carried forward from one month's bill to the next. The backbilling limitations applicable to tariff services set forth in Schedule Cal. P.U.C. A2.1.9 do not apply to this Addendum and the prices shall be due and payable pursuant to the terms and conditions of this Addendum.

### **6. INSTALLATION AND ACCEPTANCE**

Within thirty days of the Effective Date of this Addendum, to the extent a new Service installation or upgrade is required, AT&T will submit to Customer a specific Service implementation schedule that sets forth the installation timeline for the Service as agreed to by Customer and AT&T. AT&T shall also submit to Customer a Service test plan which sets forth the functional and performance tests to be conducted on the Service. Acceptance of the Service at each location will be made immediately following successful completion of the tests for each location.

### **7. WARRANTY AND MAINTENANCE**

AT&T warrants that its Service will be in good working order and that the Service will perform in accordance with the requirements of this Addendum. AT&T will maintain and repair the Service at no additional charge to Customer for the term of this Addendum. This warranty does not cover repairs for damage caused by an act or omission of Customer or its officers, agents or employees.

For the term of this Addendum, AT&T will perform such maintenance and repair services as may be required by AT&T to keep the Service in good working order and to ensure that the Service performs in accordance with the requirements. Such maintenance and repair services shall not unreasonably interfere with Customer's use of the Service. AT&T provides, at a minimum, the following: (a) technicians during normal business hours of 8 a.m. to 5 p.m. Monday through Friday and technicians when available outside of normal business hours; (b) dispatch service; and (c) diagnostic service and network monitoring from AT&T's central office. In the event AT&T dispatches its service technician to Customer's premises and the service problem is found to be in Customer's equipment, the maintenance charges set forth in AT&T's Tariffs will apply.

### **8. TERMINATION CHARGES**

**A.** If this Addendum is terminated or canceled prior to the Effective Date, or if new Service is installed, prior to the Cutover Date, the termination charge shall be determined as follows:

AT&T's recurring and nonrecurring costs of labor, engineering, nonreusable materials, interest, transportation, storage, manufacturer's cancellation charges and any other costs incurred by AT&T or its subcontractors prior to completion of installation, including those expenses incurred in preparation for start of installation.

**B.** If this Addendum is terminated or canceled on or after the Effective Date, or if installation of Service is included, on or after the Cutover Date, the termination charge shall be determined as follows:

70% of the monthly price X the number of months remaining in the term of this Addendum

Plus any unrecovered nonrecurring charges owed to AT&T on the date of termination.

If Customer or AT&T terminates this Addendum and a termination charge is due pursuant to the Agreement, AT&T shall compute the termination charges, as set forth above, and render a bill to Customer. Customer shall pay such bill pursuant to the terms of the Agreement.

**C.** The termination charges set forth above shall apply if this Addendum is terminated by the Customer for convenience or canceled by AT&T for Customer's default.

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### 9. LIMITATION OF LIABILITY

- A.** AT&T's liability for errors or omissions in its provision of Service is governed by Schedule Cal. P.U.C. No. A2.1, Rule 14. The relevant portion of that tariff is set forth below. (The Utility means AT&T.)
- 1) The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
  - 2) In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$10,000.
  - 3) The Utility will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
  - 4) Except as provided in 9.A.1 and 9.A.2 above, the liability of Utility for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by Utility up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- B.** EXCEPT AS SET FORTH IN 9.A. ABOVE, AT&T SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF CUSTOMER'S INABILITY TO USE ANY OR ALL OF THE SERVICE OR RELATING TO OR ARISING OUT OF AT&T'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS AND RESPONSIBILITIES PURSUANT TO THIS ADDENDUM.

### 10. GENERAL

- A.** Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or the California Public Utilities Commission ("CPUC"), unless required by law.
- B.** This Addendum and any modifications are subject to the jurisdiction of the CPUC and shall at all times be subject to such changes or modifications as the CPUC or Telecommunications Division of the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- C.** Customer acknowledges and warrants that it lacks requisite regulatory authority such as Certificates of Public Convenience and Necessity ("CPCN") or other like authorization to resell services, and Customer is prohibited from reselling the Service provided pursuant to this Addendum to any other customers. However, Customer may make the Services provided hereunder available to its own subsidiaries or to legally affiliated entities. If Customer obtains regulatory authority to resell services and attempts to resell the Services provided hereunder, AT&T may, on ten days written notice, terminate this Addendum.
- D.** This Addendum sets forth the entire discount price applicable to the Service(s) provided hereunder and no other tariff discount plans or promotional prices shall apply.
- E.** "Cutover Date" is defined as the date that a Service provided hereunder is first installed and available for Customer's use at any one location.
- F.** Based on FCC Rules and Regulations, the prices detailed are offered via the C.P.U.C. No. 175T Tariffs and are based on Customer acknowledgement and certification to AT&T that the total interstate traffic

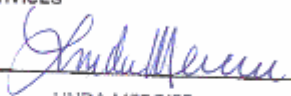


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(including Internet traffic) on the circuit(s) constitutes 10% or less of the total traffic on the Service. By signing this Addendum, Customer makes such acknowledgement and certification.

- G.** This Addendum, the Agreement and AT&T's tariffs set forth the entire understanding of the parties and supersede any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No subsequent agreement between Customer and AT&T concerning the subject matter of this Addendum shall be effective or binding unless it is made in writing and signed by both parties. In the event of an inconsistency or conflict between the Agreement, this Addendum and AT&T's tariffs, and *notwithstanding the order of precedence set forth in the Master Agreement*, the governing order of precedence shall be (1) this Addendum, (2) the Agreement, and (3) the applicable tariff.
- H.** Customer hereby warrants that the person signing this Addendum has the authority of Customer to bind Customer to this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

<b>AT&amp;T GLOBAL SERVICES</b>	
By:	
Printed Name:	LINDA MERCIER
Title:	Contract Management
Date:	8/9/06